

IMC/ATL SPACE CHARTER AND SAILING AGREEMENT

FMC AGREEMENT NO. 011715 - 004

MODIFICATION NO. 43

4<sup>TH</sup> 3<sup>RD</sup> REVISED PAGE NO. 1

1. Full Name of the Agreement. The full name of this Agreement shall be the IMC/ATL Space Charter and Sailing Agreement.

2. Purpose of the Agreement. The purpose of this Agreement is to permit the parties to charter space to each other, coordinate their sailings, and cooperate in other specified respects in the Trade (as defined in Article 4).

3. Parties to the Agreement. The following are the respective names and addresses of the principal offices of the parties to this Agreement:

<u>Name</u>	<u>Office Address</u>
Industrial Maritime Carriers, LLC	Suite <del>2400</del> 3100 One Canal Place 365 Canal Street New Orleans, LA 70130-1112
Associated Transport Line, L.L.C.	Suite 975 2 Northpoint Drive Houston, TX 77060-3226

4. Geographic Scope of the Agreement. The geographic scope of this Agreement is the trade (the "Trade"), via any combination of direct, transshipment or intermodal service, between (a) U.S. Gulf ports and U.S. inland and coastal points via such ports and (b) ports in Aruba, Colombia, Dominican Republic, French Guiana, Guyana, Jamaica, Suriname, Trinidad and Venezuela and inland and coastal points via such ports.

5. Overview of Agreement Authority.

(a) The parties are authorized to charter space to each other in the Trade. The parties will meet and confer from time to time to determine their respective allocations of such space and the terms and conditions under which such space will be chartered hereunder. The parties intend initially that each party will charter approximately one-half of the cargo carrying space available on each voyage of the other party in the Trade.

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(b) The parties are authorized to cooperate with each other to coordinate sailings in their respective services in the Trade and to schedule vessels in a manner which avoids conflicting port call dates and which best promotes the availability of each party's services to its shippers.

(c) The parties are authorized to utilize the same marine terminals and stevedores at those ports at which more than one party provides service, and may jointly negotiate and enter into leases, licenses or assignments of terminal facilities and contracts for stevedoring, terminal or other port or ocean services or supplies for the convenience of the parties or their shippers; provided that nothing herein shall authorize the parties jointly to operate a marine terminal facility in the United States.

(d) The parties may pool, lease or sublease containers and other equipment to each other on such terms and conditions as they may agree.

(e) The parties are authorized to make such other provisions as are necessary or desirable for the effective operation of this Agreement; provided that no such provision requiring filing under Section 5 of the U.S. Shipping Act of 1984 shall become effective unless and until it has been filed and become effective thereunder.

(f) Nothing herein or in any charter of space pursuant hereto shall be construed as a demise or partial demise of any vessel. At all times during any voyage on which cargo, containers or other equipment are carried pursuant to the terms of this Agreement, the Master, his delegates, the officers and crew shall be and remain the employees and/or agents of the carrier chartering out the space and not the employees or agents of the carrier chartering in the space.

(g) The maximum numbers of vessels to be operated hereunder shall be 12, ~~eight~~, with each vessel having a maximum capacity of 18,000 deadweight tons.

6. Officials of the Agreement and Delegations of Authority. Legal counsel for this Agreement and for the parties hereto each shall have the authority, with full power of substitution, on behalf of the parties to file this Agreement with the U.S. Federal Maritime Commission, to execute and file with such Commission any modification to this Agreement